

**CITY OF SAN MARCOS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WHISPER PUBLIC IMPROVEMENT DISTRICT)**

CONTINUING DISCLOSURE AGREEMENT OF YARRINGTON

This Continuing Disclosure Agreement of Yarrington dated as of June 2, 2020 (this “Disclosure Agreement”) is executed and delivered by and among Yarrington Partners, Ltd., a Texas limited partnership (“Yarrington”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the “City of San Marcos, Texas, Special Assessment Revenue Bonds, Series 2020 (Whisper Public Improvement District)” (the “Bonds”). Yarrington, the Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by Yarrington, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of June 2, 2020, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“135 Residential” shall mean 135 Residential Development, LLC, a Texas limited liability company, and its designated successors and assigns.

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Agreement of Sale and Purchase” shall mean, with respect to lots or land within the District, any agreement of sale and purchase between one or more Non-SF Landowner and Yarrington to purchase lots or to purchase land intended for any use other than single family residential.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Assessed Property” shall have the meaning assigned to such term in the Indenture.

“Assessments” shall have the meaning assigned to such term in the Indenture.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

“Certification Letter” shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

“Developer” shall mean Whisper Master Community Ltd., a Texas limited partnership, and its designated successors and assigns.

“Disclosure Agreement of 135 Residential” shall mean the Continuing Disclosure Agreement of 135 Residential dated as of June 2, 2020 executed and delivered by 135 Residential, the Administrator and the Dissemination Agent.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of June 2, 2020 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of the Issuer dated as of June 2, 2020 executed and delivered by and among the Issuer and the Dissemination Agent.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Issuer and Yarrington and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Whisper Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Issuer” shall mean the City of San Marcos, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) of this Disclosure Agreement.

“Major Improvements” shall have the meaning assigned to such term in the Indenture.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Non-SF Landowner” shall mean any landowner, other than Yarrington, who acquires a Non-SF Parcel within the Yarrington Land.

“Non-SF Parcel” shall mean any Parcel in the Yarrington Land that is designated for any use other than single family residential use, including, but not limited to, commercial, industrial, retail, office, business park or multifamily residential.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning September 30, 2020.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, Yarrington and any Significant Non-SF Landowner.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Non-SF Landowner” shall mean any Non-SF Landowner, including any affiliates of such Non-SF Landowner, other than Yarrington, that then owns property within the Yarrington Land representing at least five percent (5%) of the total Annual Installments of the Assessments as of each Quarterly Ending Date.

“Significant Non-SF Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean UMB Bank, N.A., or any successor trustee pursuant to the Indenture, and its designated successors and assigns.

“Yarrington” shall mean Yarrington Partners, Ltd., a Texas limited partnership, and its designated successors and assigns.

“Yarrington Land” shall mean the land within the District designated as Tract #1 (Parcels 1 and 2) in “Exhibit I – Land Use Matrix” of the original Service and Assessment Plan, consisting of approximately 116 acres of land.

“Yarrington Listed Event” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

SECTION 3. Quarterly Reports.

(a) Yarrington, with respect to the Yarrington Land, and any Significant Non-SF Landowner, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with September 30, 2020, the information required for the preparation of the Quarterly Report (with respect to each Reporting Party, the “Quarterly Information”). The Reporting Party shall provide, or cause to be provided, such Quarterly Information until such party’s obligations terminate pursuant to Section 6 of this Disclosure Agreement. For the avoidance of doubt, (i) if Yarrington elects, Yarrington may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Non-SF Landowner and (ii) Yarrington shall remain obligated with respect to any real property acquired by such Significant Non-SF Landowner only until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 5 of this Disclosure Agreement, at which time Yarrington shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) provide to the Reporting Parties each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. Each Reporting Party shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the Issuer and Dissemination Agent pursuant to subsection (c) below. In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report. Notwithstanding anything to the contrary in this Disclosure Agreement, Yarrington shall use commercially reasonable efforts to cause to be provided any information required by this Section 3 regarding and in the possession of a Non-SF Landowner that is not a Significant Non-SF Landowner. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Agreement of Sale and Purchase that is executed with a Non-SF Landowner that is not a Significant Non-SF Landowner after the date hereof contains a provision obligating the applicable Non-SF Landowner to provide to Yarrington the information required by this Section 3 as and when required for Yarrington to comply with its obligations hereunder.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this

Section 3 and the Certification Letter(s) provided by each Reporting Party. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information provided by each Reporting Party to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Such Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) In a form similar to that as Table 3(d)(i) in Exhibit A attached hereto, the composition of the property within the Yarrington Land subject to the Assessments, as of the Quarterly Ending Date, including:

- A. The number of Non-SF Parcels, broken out by type of use (i.e., commercial, business park, industrial, office, multifamily, mixed-use);
- B. The number of acres of Non-SF Parcels, broken out by type of use;
- C. The square footage of each type of Non-SF Parcel, broken out by type of use;
- D. The number of Non-SF Parcels identified in the original Service and Assessment Plan, broken out by type of use; and
- E. An explanation as to any change to the number of Parcels within the Yarrington Land from the original Service and Assessment Plan;

(ii) In a form similar to that as Table 3(d)(ii) in Exhibit A attached hereto, the landowner composition of the Yarrington Land, including:

- A. The number of Parcels and/or lots owned by each type of landowner (i.e., Yarrington, Non-SF Landowner);
- B. Based on the information in the Annual Service Plan Update most recently approved by the Issuer, the percentage of Annual Installments of Assessments relative to

the total Annual Installments of Assessments for each type of landowner, as of the Quarterly Ending Date, including any changes from the prior Quarterly Ending Date; and

C. The number of acres of land owned by each type of landowner;

(iii) In a form similar to that as Table 3(d)(iii) in Exhibit A attached hereto, a listing of all Non-SF Landowners, and, based on the information in the Annual Service Plan Update most recently approved by the Issuer, the percentage of each Non-SF Landowner's and Yarrington's Annual Installments of Assessments relative to the total Annual Installments of Assessments, as of the Quarterly Ending Date;

(iv) In a form similar to that as Table 3(d)(iv) in Exhibit A attached hereto, for each Non-SF Parcel within the Yarrington Land designated as multifamily residential, if any:

A. Name of developer/builder entity;

B. Number of actual or expected dwelling units;

C. Actual or expected date of commencement of vertical construction;

D. Actual or expected date of substantial completion of the multifamily facility; and

E. Actual or expected average rental rates by dwelling unit type;

(v) In a form similar to that as Table 3(d)(v) in Exhibit A attached hereto, for each Non-SF Parcel within the Yarrington Land designated as any use other than multifamily residential, including but not limited to, commercial, office, retail, business park and mixed-use:

A. Name of developer/builder entity;

B. Actual or expected date of commencement of vertical construction;

C. Actual or expected date of substantial completion of vertical improvements on the applicable Parcel; and

D. Type of business or tenant;

(vi) In a form similar to that as Table 3(d)(vi) in Exhibit A attached hereto, materially adverse changes or determinations to permits/approvals for the development of the Yarrington Land which necessitates changes to the land use plans of Yarrington; and

(vii) In a form similar to that as Table 3(d)(vii) in Exhibit A attached hereto, the occurrence of any new or modified mortgage debt on the land within the Yarrington Land owned by Yarrington, including the amount, interest rate and terms of repayment.

To the extent that any of the information required to be included in the Quarterly Report pursuant to this Section 3(d) is not applicable to a Reporting Party (i.e., there are no multifamily residential Parcels

within the land owned by such Reporting Party), such Reporting Party shall include a statement in its Quarterly Information that such reporting requirement is not applicable.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Yarrington Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the Yarrington Land on a Parcel owned by Yarrington or any of Yarrington's affiliates; provided, however, that the exercise of any right of Yarrington or any of Yarrington's affiliates as a landowner within the Yarrington Land to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Yarrington Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements within the Yarrington Land, including the Major Improvements;

(iii) Material default by Yarrington or any of Yarrington's affiliates on any loan with respect to the acquisition, development or permanent financing of the Yarrington Land undertaken by Yarrington or any of Yarrington's affiliates;

(iv) Material default by Yarrington or any of Yarrington's affiliates on any loan secured by property within the Yarrington Land owned by Yarrington or any of Yarrington's affiliates;

(v) The bankruptcy, insolvency or similar filing of Yarrington or any of Yarrington's affiliates or any determination that Yarrington or any of Yarrington's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of Yarrington, or the sale of all or substantially all of the assets of Yarrington or any of Yarrington's affiliates, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against Yarrington or any of Yarrington's affiliates that may adversely affect the completion of development of the Yarrington Land or litigation that may materially adversely affect the financial condition of Yarrington or any of Yarrington's affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of Yarrington; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to each Significant Non-SF Landowner is a Significant Non-SF Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Assessments levied within the Yarrington Land on a lot or Parcel owned by such Significant Non-SF Landowner; provided, however, that the exercise of any right of such Significant Non-SF Landowner as a landowner within the Yarrington Land to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Non-SF Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Non-SF Landowner or any determination that such Significant Non-SF Landowner is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Non-SF Landowner or the sale of all or substantially all of the assets of such Significant Non-SF Landowner, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Non-SF Landowner;

(v) Early termination of or material default by such Significant Non-SF Landowner under an Agreement of Sale and Purchase; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Issuer, the Administrator and the Dissemination Agent in writing and the Reporting Party shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the Reporting Party becomes aware of the occurrence of the applicable Listed Event).

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event.

(d) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any Listed Event, notify the Issuer and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Issuer, any Reporting Party or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB within one (1) Business Day of its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations by Significant Non-SF Landowner.

If a Non-SF Landowner acquires ownership of real property in the Yarrington Land resulting in such Non-SF Landowner becoming a Significant Non-SF Landowner, Yarrington shall cause such Significant Non-SF Landowner to comply with Yarrington’s disclosure obligations under Sections 3(d)(iv)-(vi) and 4(b) hereof, as applicable, with respect to such acquired real property until such party’s disclosure obligations terminate pursuant to Section 6 of this Disclosure Agreement. Yarrington shall deliver to the Dissemination Agent, Administrator and the Issuer, a written acknowledgement from each Significant Non-SF Landowner in substantially the form attached as Exhibit E (the “Significant Non-SF Landowner Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, Yarrington shall direct the Dissemination Agent to file a copy of the Significant Non-SF Landowner Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above. Upon any such transfer to a Significant Non-SF Landowner, and such Significant Non-SF Landowner’s delivery of written acknowledgement of assumption of Yarrington’s obligations under this Disclosure Agreement as to the property transferred, Yarrington shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, Yarrington shall not be liable for the acts or omissions of such Significant Non-SF Landowner arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, Yarrington or shall use

commercially reasonable efforts to require that any Significant Non-SF Landowner comply with obligations of this Section 5 with respect to any subsequent transfers by such Significant Non-SF Landowner to any individual or entity meeting the definition of a “Significant Non-SF Landowner” in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Non-SF Landowner Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above.

SECTION 6. Termination of Reporting Obligations.

(a) The reporting obligations of Yarrington or any Significant Non-SF Landowner under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when Yarrington or the Significant Non-SF Landowner, as applicable, is no longer responsible for the payment of Annual Installments of Assessments equal to at least five percent (5%) of the total Annual Installment of Assessments as of each Quarterly Ending Date or (iii) with respect to an individual lot or Parcel for which Yarrington or a Significant Non-SF Landowner is responsible for reporting information pursuant to Section 3 hereof, the Issuer’s issuance of the certificate of occupancy for such lot or the Issuer’s issuance of the last certificate of occupancy for such Parcel.

(b) At such time that the reporting obligations of the Reporting Party terminate in accordance with subsection (a) of this Section 6, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter, the Issuer, and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party’s reporting obligations under this Disclosure Agreement (the “Termination Notice”). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties’ reporting obligations in accordance with subsection (a) of this Section 6 and any Termination Notice required by subsection (b) of this Section 6 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the obligations of the Reporting Parties under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, Yarrington, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to

any amendment so requested by Yarrington or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of any Reporting Party or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent or the Issuer may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties. Yarrington shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 8 to the Issuer, the Dissemination Agent, the Administrator and the Participating Underwriter.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent any Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 10. Content of Disclosures. In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 9 of this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of a Reporting Party or Administrator to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction) or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Reporting Party and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of a Reporting Party or the Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by a Reporting Party, shall not be deemed a default under any of the Disclosure Agreement of Issuer by the

Issuer, the Disclosure Agreement of Developer by the Developer or the Disclosure Agreement of 135 Residential by 135 Residential, and a default under any of the Disclosure Agreement of Issuer by the Issuer, the Disclosure Agreement of Developer by the Developer or the Disclosure Agreement of 135 Residential by 135 Residential shall not be deemed a default under this Disclosure Agreement by a Reporting Party or Administrator. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. Yarrington agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's breach, negligence or willful misconduct. The obligations of Yarrington under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. Yarrington agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of Yarrington under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR YARRINGTON BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT NON-SF LANDOWNER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of a Reporting Party, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Reporting Party, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of Yarrington, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. [The Dissemination Agent has entered into a separate agreement with the Issuer,

which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.][The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.]

SECTION 17. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow.]

UMB BANK, N.A.
(as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF YARRINGTON

S-1

YARRINGTON PARTNERS, LTD.,
a Texas limited partnership
(as Yarrington)

By: TEXAS REALTY/RETAIL PARTNERS, INC.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

By: 501 W. 15TH, INC.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

P3WORKS, LLC
(as Administrator)

By: _____
Name: _____
Title: _____

EXHIBIT A

**CITY OF SAN MARCOS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020
(WHISPER PUBLIC IMPROVEMENT DISTRICT)**

YARRINGTON QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: UMB Bank, N.A.

Address: _____

City: _____

Telephone: _____

Contact Person: _____

[Remainder of page intentionally left blank]

TABLE 3(d)(i)

YARRINGTON LAND OVERVIEW (as of <i>[Insert Quarterly Ending Date]</i>)							
NUMBER OF NON-SINGLE FAMILY PARCELS, ACREAGE OF SUCH PARCELS, SQUARE FEET OF NON-SINGLE FAMILY PARCELS WITHIN YARRINGTON LAND SUBJECT TO ASSESSMENTS:							
	Yarrington Land			Original Service and Assessment Plan ⁽²⁾			Explanation as to any change to the number of Parcels from the Original Service and Assessment Plan
Non-SF							
Retail/Commercial Parcels/Acres/Sq. Ft.							
Business Park Parcels/ Acres/Sq. Ft.							
Commercial Parcels/ Acres/Sq. Ft.							
Office Parcels/Acres/ Sq. Ft.							
Multifamily Parcels/ Acres/Sq. Ft.							
Mixed-Use Parcels/ Acres/Sq. Ft.							
[Additional Non-SF Parcels/ Acres/Sq. Ft.]							
<i>Total Non-SF Parcels/ Acres/Sq. Ft.:</i>							

[Remainder of page intentionally left blank]

TABLE 3(d)(ii)

LANDOWNER COMPOSITION (as of <i>[Insert Quarterly Ending Date]</i>) OF YARRINGTON LAND				
Landowner Composition	Actual Number of Parcels Owned	% of Annual Installments of Assessments ⁽¹⁾	Change in % of Annual Installments from Prior Quarterly Ending Date	Acreage
Yarrington Owned				
Business Park				
Commercial				
Office				
Multifamily				
Mixed-Use				
[Additional Non-SF]				
<i>Total Yarrington Owned:</i>				
Non-SF Landowner Owned⁽²⁾				
Retail/Commercial				
Business Park				
Commercial				
Office				
Multifamily				
Mixed-Use				
[Additional Non-SF]				
<i>Total Non-SF</i>				
<i>Total Yarrington Land:</i>				

(1) Derived from information in the Assessment Roll approved by the Issuer on _____, 20__ as part of the Annual Service Plan Update. Does not take into consideration any prepayments of Assessments made between the date of such Annual Service Plan Update and the date of this Quarterly Report.

(2) Information for Non-SF Landowner owned is reported as the total aggregate amount of Parcels owned by Non-SF Landowners within the Yarrington Land.

[Remainder of page intentionally left blank]

TABLE 3(d)(iii)

ASSESSMENT PAYER CONCENTRATION WITHIN YARRINGTON LAND (as of [Insert Quarterly Ending Date])	
Landowner	Percentage of Annual Installments of Assessments relative to the total Annual Installments of Assessments ⁽¹⁾
Yarrington	%
Non-SF Landowners⁽²⁾	
	%
	%
	%
	%

(1) Derived from information in the Assessment Roll approved by the Issuer on _____, 20__ as part of the Annual Service Plan Update. Does not take into consideration any prepayments of Assessments made between the date of such Annual Service Plan Update and the date of this Quarterly Report.

(2) Add lines for each Non-SF Landowner.

FOR EACH PARCEL DESIGNATED AS MULTIFAMILY RESIDENTIAL:

TABLE 3(d)(iv)

DEVELOPER/BUILDER OF MULTIFAMILY RESIDENTIAL				
Name of Developer/Builder	Number of Actual/Expected Dwelling Units by Type	Actual/Expected Date of Commencement of Vertical Construction	Actual/Expected Date of Substantial Completion	Actual/Expected Rental Rates by Dwelling Unit Type

FOR EACH PARCEL DESIGNATED AS A NON-SF PARCEL, OTHER THAN MULTIFAMILY:

TABLE 3(d)(v)

DEVELOPER/BUILDER OF COMMERCIAL/OFFICE/RETAIL			
Name of Developer/Builder	Actual/Expected Date of Commencement of Vertical Construction	Actual/Expected Date of Substantial Completion	Type of Business or Tenant

STATUS OF DEVELOPMENT:

TABLE 3(d)(vi)

PERMITS/APPROVALS	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

TABLE 3(d)(vii)

OCCURRENCE OF ANY NEW OR MODIFIED MORTGAGE DEBT				
Borrower	Lender	Amount	Interest Rate	Terms

[Remainder of page intentionally left blank]

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of San Marcos, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
(Whisper Public Improvement District) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Yarrington”] [“Significant Non-SF Landowner”]) has not
provided the [Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly
Ending Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of
Yarrington dated as of June 2, 2020, by and among Yarrington Partners, Ltd., a Texas limited
partnership (“Yarrington”), P3Works, LLC, (the “Administrator”) and UMB Bank, N.A., (the
“Dissemination Agent”). [Yarrington] [Significant Non-SF Landowner] anticipates that the
[Quarterly Information][Quarterly Report] will be [provided][filed] by _____.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

cc: City of San Marcos, Texas

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of San Marcos, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
(Whisper Public Improvement District) (the “Bonds”)
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

FMSbonds, Inc. [Yarrington Partners, Ltd.
5 Cowboys Way, Suite 300-V 9811 South IH 35, Building 3, Suite 100
Frisco, Texas 75034 Austin, Texas 78744]

City of San Marcos, Texas [Insert Significant Non-SF Landowner
630 East Hopkins Contact Information]
San Marcos, Texas 78666

UMB Bank, N.A.
[address]

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Yarrington”] [“Significant Non-SF Landowner”]) is no longer
responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the
Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure
Agreement of Yarrington dated as of June 2, 2020, by and among Yarrington Partners, Ltd., a
Texas limited partnership (“Yarrington”), P3Works, LLC, (the “Administrator”) and
_____ (the “Dissemination Agent”).

Dated: _____

P3Works, LLC
(as Administrator)

By: _____

Title: _____

EXHIBIT D

CERTIFICATION LETTER

[DATE]

Name of Issuer: City of San Marcos, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2020
(Whisper Public Improvement District)
CUSIP Nos. [insert CUSIP NOs.]
Quarterly Ending Date: _____, 20__

Re: Quarterly Report for Whisper Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Yarrington dated as of June 2, 2020, by and among Yarrington Partners, Ltd., a Texas limited partnership (“Yarrington”), P3Works, LLC, (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [Yarrington] [_____, as a “Significant Non-SF Landowner”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Yarrington] [Significant Non-SF Landowner], constitutes the [portion of the] Quarterly Report required to be furnished by [Yarrington] [Significant Non-SF Landowner]. Any and all Quarterly Information, provided by [Yarrington] [Significant Non-SF Landowner], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

YARRINGTON PARTNERS, LTD.,
a Texas limited partnership
(as Yarrington)

By: TEXAS REALTY/RETAIL PARTNERS,
INC.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

By: 501 W. 15TH, INC.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

OR

[Significant Non-SF Landowner

By:_____

Title:_____]

EXHIBIT E
FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT NON-SF LANDOWNER REPORTING OBLIGATIONS

[DATE]

City of San Marcos, Texas
630 East Hopkins
San Marcos, Texas 78666

P3Works, LLC
3901 S. Lamar Blvd., Suite 440
Austin, Texas 78704

UMB Bank, N.A.

[address]

Re: Whisper Public Improvement District – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ acres within the Whisper Public Improvement District (the “District”), which property represents _____ percent (___%) of the total Annual Installments of the Assessments.

Pursuant to Section 2 of the Continuing Disclosure Agreement of the Landowners dated as of June 2, 2020, by and among Yarrington Partners, Ltd., a Texas limited partnership (“Yarrington”), P3Works, LLC, (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”), with respect to the “City of San Marcos, Texas, Special Assessment Revenue Bonds, Series 2020 (Whisper Public Improvement District),” any entity that owns property within the District representing at least five percent (5%) of the total Annual Installments of the Assessments is defined as a Significant Non-SF Landowner.

As a Significant Non-SF Landowner, pursuant to Section 5 of the Disclosure Agreement of Yarrington, you acknowledge and assume the reporting obligations under Sections [3(d)(iv)-(v)][3(d)(vi)] and 4(b) of the Disclosure Agreement of Yarrington for the property which is owned as detailed in the Disclosure Agreement of Yarrington, which is included herewith.

Sincerely,

YARRINGTON PARTNERS, LTD.,
a Texas limited partnership
(as Yarrington)

By: TEXAS REALTY/RETAIL PARTNERS, INC.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

By: 501 W. 15TH, INC.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

Acknowledged by:

[INSERT SIGNIFICANT NON-SF LANDOWNER NAME]

By: _____

Title: _____

Address: _____

Phone Number: _____